

Mississippi Power Company
2992 West Beach Boulevard
Post Office Box 4079
Gulfport, Mississippi 39501
Telephone 601 864-1211

RECEIVED

DEC 15 9 48 AM '78

I. C. C.
FEE OPERATION BR.



Mississippi Power
the southern electric system

No. **8-349A029**

DEC 14 1978
Date.....

Fee \$ **3.00**

ICC Washington, D. C.

December 15, 1978

Re: Mississippi Power Company
ICC Rolling Stock Filing

H.G. Homme, Jr., Esq.
Secretary of the Interstate
Commerce Commission
Room 2215
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. **9909** - *A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z*
Filed 1425

DEC 15 1978-9 50 AM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

Enclosed herewith for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 20c are two executed and acknowledged counterparts of Mississippi Power Company's Supplemental Indenture dated as of December 1, 1978 and two certified true copies of the Mississippi Power Company Indenture of Mortgage or Deed of Trust dated September 1, 1941, as well as two certified true copies of each Supplemental Indenture thereto.

The parties to the enclosed documents are the following:

Mortgagor:	Mississippi Power Company P.O. Box 4079 Gulfport, Mississippi 39501
Mortgagee:	Morgan Guaranty Trust Company of New York, as Trustee 30 West Broadway New York, New York 10015

Consolidated - Coleman
Original for 29 Dec 1978

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the aforesaid Supplemental Indenture dated as of December 1, 1978, are 230 Ortner Freight Car Company "Rapid Discharge" coal cars intended for use in connection with interstate commerce, owned by Mississippi Power Company at the date of the Supplemental Indenture mentioned above.

Mississippi Power Company has not previously filed any of the above-mentioned documents with the Interstate Commerce Commission.

Enclosed herewith is a check for \$320 payable to the Commission to cover the filing fee of \$50 for the Mortgage Indenture and \$10 for each Supplemental Indenture thereto.

If any questions should arise concerning this filing, please call the undersigned at (212) 269-8842.

Yours very truly,

MISSISSIPPI POWER COMPANY

By: 

William A. Dunlap
Assistant Secretary

Enclosures

Return original documents to:

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street
42nd Floor
New York, New York 10005

Interstate Commerce Commission
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street, 42nd Floor
New York, N.Y. 10005

Dear Sir:

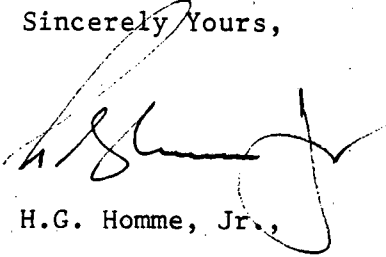
The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/15/78 at 9:50am ,

and assigned recordation number(s) 9909 , A,B,C,D,E,F,G,H,I,J,K,L,

M,N,O,P,Q,
R,S,T,U,V,
W,X,Y,Z,
AA, & BB

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 9909 -D Filed 1425

DEC 15 1978 -9 50 AM

INTERSTATE COMMERCE COMMISSION

MISSISSIPPI POWER COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,
Trustee.

Supplemental Indenture

providing among other things for

FIRST MORTGAGE BONDS

3 $\frac{1}{8}$ % Series due 1978

Dated as of April 1, 1948

This is to certify that the following is a true copy
of the original instrument on file with the undersigned.

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**

By

[Signature]
Assistant Trust Officer

SUPPLEMENTAL INDENTURE, dated as of April 1, 1948, made and entered into by and between MISSISSIPPI POWER COMPANY, a corporation organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company") and GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of September 1, 1941 between the Company and Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture"),

WHEREAS the Company and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1971 Series described therein and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered Supplemental Indentures dated as of September 1, 1946 and August 1, 1947 for the purpose, among others, of further securing said bonds, which Supplemental Indentures describe and set forth additional property conveyed thereby and are also of record in the Offices of the Clerks of the Chancery Courts of some or all of the counties in the State of Mississippi in which this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series (the bonds of the 1971 Series described in the Indenture being hereinafter sometimes referred to as "bonds

Albert Corallo
ALBERT CORALLO
Notary Public, State of New York
No. 43-0758930
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 1979

of the First Series" and the bonds of the 1977 Series described in the Supplemental Indenture dated as of August 1, 1947 being hereinafter sometimes referred to as "bonds of the Second Series") and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1978" (hereinafter sometimes referred to as the "bonds of the Third Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature April 1, 1978; and

WHEREAS each of the coupon bonds of the Third Series is to be substantially in the following form, to-wit:

[FORM OF COUPON BOND OF THE THIRD SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3 $\frac{1}{8}$ % SERIES DUE 1978

No.

\$1000

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond is registered as to principal, then to the registered holder hereof, the principal sum of One Thousand Dollars on April 1, 1978, and to pay interest thereon from April 1, 1948, at the rate, until the principal hereof shall have become due and payable, of three and one-eighth per centum per annum, payable on October 1 and April 1 in each year. The installments of such interest falling due on or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States

of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, (a) together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage

of the principal amount thereof determined as set forth in the tabulation below under the heading "Redemption Premium":

Year	Redemption Premium (if redeemed prior to April 1 of the calendar year stated and subsequent to the last day of March of the calendar year next preceding such year)
1949	3.00% ✓
1950	2.94%
1951	2.87%
1952	2.81%
1953	2.74%
1954	2.67%
1955	2.59%
1956	2.52%
1957	2.44%
1958	2.36%
1959	2.28%
1960	2.19%
1961	2.10%
1962	2.01%
1963	1.92%
1964	1.83%
1965	1.73%
1966	1.63%
1967	1.52%
1968	1.42%
1969	1.31%
1970	1.19%
1971	1.07%
197295%
197383%
197470%
197557%

and without premium if redeemed on or after April 1, 1975, and (b) without premium if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond shall be transferable by delivery unless registered as to principal in the holder's name at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Indenture. After such registration no further transfer of this bond shall be valid unless made on said books by the registered holder in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the annexed coupons which shall always be transferable by delivery and be payable to bearer. No charge shall be made to the holder hereof for any such registration or discharge from registration, except such amount as may be necessary to cover any stamp tax or other governmental charge. The Company and the Trustee may deem and treat the bearer of this bond, or, if this bond is registered as to principal as herein authorized, the person in whose name the same is registered, and the bearer of any coupon hereto appertaining, as the absolute owner for the purpose of receiving payment and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable

in the manner and upon the conditions prescribed in the Indenture. Neither this bond nor any interest coupon appertaining hereto shall be valid or become obligatory for any purpose unless and until this bond shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer.

Dated, April 1, 1948.

MISSISSIPPI POWER COMPANY,

By

ATTEST:

Vice-President.

.....
Assistant Secretary.

AND WHEREAS each coupon to be attached to the coupon bonds of the Third Series is to be substantially in the following form, to-wit:

[FORM OF COUPON]

\$.....

On the first day of _____, 19____, Mississippi Power Company will pay to bearer, upon the surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York,

Dollars in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then due on its First Mortgage Bond, 3½% Series due 1978, No. _____. This coupon shall be treated as negotiable. It will not be payable if said bond shall have been called for previous redemption and provision duly made for payment of the redemption price thereof.

.....
Treasurer.

The amount to be inserted in coupons due on October 1 in each year shall be Fifteen Dollars and Sixty-three Cents (\$15.63); the amount to be inserted in coupons due on April 1 in each year shall be Fifteen Dollars and Sixty-two Cents (\$15.62).

AND WHEREAS each of the registered bonds of the Third Series is to be substantially in the following form, to-wit:

[FORM OF REGISTERED BOND OF THE THIRD SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3 $\frac{1}{8}$ % SERIES DUE 1978

No. \$.....

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on April 1, 1978, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to October 1, 1948, in which case from April 1, 1948, at the rate, until the principal hereof shall have become due and payable, of three and one-eighth per centum per annum, payable on October 1 and April 1 in each year. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and inden-

tures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, (a) together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Redemption Premium":

Year	Redemption Premium (if redeemed prior to April 1 of the calendar year stated and subsequent to the last day of March of the calendar year next preceding such year)
1949.....	3.00%
1950.....	2.94%
1951.....	2.87%
1952.....	2.81%
1953.....	2.74%
1954.....	2.67%
1955.....	2.59%
1956.....	2.52%
1957.....	2.44%
1958.....	2.36%
1959.....	2.28%
1960.....	2.19%
1961.....	2.10%
1962.....	2.01%
1963.....	1.92%
1964.....	1.83%
1965.....	1.73%
1966.....	1.63%
1967.....	1.52%
1968.....	1.42%
1969.....	1.31%
1970.....	1.19%
1971.....	1.07%
1972.....	.95%
1973.....	.83%
1974.....	.70%
1975.....	.57%

and without premium if redeemed on or after April 1, 1975, and (b) without premium if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable

on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment of or on account of the principal, premium, if any, and interest due hereon and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable, and registered bonds shall be interchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-

Presidents, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries.

Dated,.....

MISSISSIPPI POWER COMPANY,

By.....
Vice-President.

Attest:

.....
Assistant Secretary.

AND WHEREAS, on each of the coupon bonds and on each of the registered bonds of each and every series issued under and secured by the Indenture (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to-wit:

[FORM OF TRUSTEE'S CERTIFICATE]

TRUSTEE'S CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

GUARANTY TRUST COMPANY OF NEW YORK,
As Trustee,

By.....
Authorized Officer.

AND WHEREAS all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in the Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture and this Supplemental Indenture and the creation, execution and issue of

bonds subject to the terms hereof and of the Indenture, have in all respects been duly authorized;

Now, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture and the \$1,000,000 principal amount of bonds of the Third Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Mississippi, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof:

- (1) The Substation at or near Petal in Forrest County known as the Petal Area Substation located on land, a description of which is set out under III (18) of the Supplemental Indenture dated as of September 1, 1946.
- (2) The Substation at or near Columbia in Marion County known as the Columbia 44/12 Kv Substation located on land, a description of which is set out under IV (45) of the Indenture dated as of September 1, 1941.
- (3) The Substation at or near Gulfport in Harrison County to serve the Phillips Milk of Magnesia Company, located on land owned by the Phillips Milk of Magnesia Company.

- (4) The Substation at or near Newton in Newton County to serve the Newton Planer Mill, located on land owned by the Newton Planer Mill.
- (5) The Substation at or near Meridian in Lauderdale County to serve the Hood Lumber Company, located on land owned by the Hood Lumber Company.
- (6) The Substation site at or near Shubuta in Clarke County, described as follows:

Lot 1 of Block 3 of Happy Valley Subdivision, a plat of which is recorded in Book 3 at Page 39 in the office of the Chancery Clerk of Clarke County, Mississippi, said land being a part of the SE $\frac{1}{4}$ of Section 5, Township 10 North, Range 7 West.

- (7) The Substation site at or near Hattiesburg in Forrest County, described as follows:

All of Lot Eleven (11) of Block One Hundred Twelve (112) of the Kamper and Whinnery Survey or addition No. 2 of said City of Hattiesburg, Mississippi, lying north and east of the right-of-way of the New Orleans & Northeastern Railroad Company's gravel line, except twenty-seven feet off the east side of said lot; all of the property herein described being located in Section 3, Township 4 North of Range 13 West.

- (8) The Substation site at or near Derby in Pearl River County, described as follows:

Beginning at the Southeast Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21 Township 3 South, Range 16 West; and run West 466 feet; thence North 352 feet to the place of beginning; thence North 20 degrees East 150 feet to Gravel Road known as the Derby and White Sand road; thence North 50 degrees West along the South side of said road 150 feet to the Right of Way of the Mississippi Power Line; thence South 20 degrees West along the East side of said Right of Way 150 feet; thence South 50 degrees East 150 feet to the place of beginning, situated in Pearl River County, Mississippi.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms of the Indenture, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, thereafter acquired by the Company and whether or not specifically

described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes in the Indenture expressed.

SECTION 1. There is hereby created a series of bonds designated $3\frac{1}{8}\%$ Series due 1978, each of which shall also bear the descriptive title "First Mortgage Bond" (said bonds being sometimes herein referred to as the "bonds of the Third Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Third Series shall mature on April 1, 1978, and may, subject to the provisions of Section 7 hereof, be issued as coupon bonds in the denomination of \$1,000 each, registerable as to principal, or as registered bonds, or in part as coupon bonds and in part as registered bonds. Registered bonds of the Third Series shall be in such denominations as the Board of Directors shall approve, and execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval. Bonds of the Third Series shall bear interest at the rate, until the principal thereof shall have become due and payable, of three and one-eighth per centum ($3\frac{1}{8}\%$) per annum, payable semi-annually on October 1 and April 1, in each year; the principal of and the premium, if any, and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose. Coupon bonds of the Third Series and unregistered temporary bonds of the Third Series shall be dated as of April 1, 1948. Registered bonds of the Third Series shall be dated as set forth in Section 2.03 of the Indenture. Coupon bonds and registered bonds of the Third Series of like aggregate principal amount shall be interchangeable at the option of the holders. Any or all of the bonds of the Third Series shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice published at least once in each of four (4) consecutive calendar weeks (upon any day

in each such week), the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), at the principal amount thereof and accrued interest thereon to the date fixed for redemption, (a) together, if redeemed otherwise than by the operation of Section 2.12 or 7.07 of the Indenture and otherwise than by the use of proceeds of released property, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Redemption Premium":

Year	Redemption Premium (if redeemed prior to April 1 of the calendar year stated and subsequent to the last day of March of the calendar year next preceding such year)
1949	3.00%
1950	2.94%
1951	2.87%
1952	2.81%
1953	2.74%
1954	2.67%
1955	2.59%
1956	2.52%
1957	2.44%
1958	2.36%
1959	2.28%
1960	2.19%
1961	2.10%
1962	2.01%
1963	1.92%
1964	1.83%

Year	Redemption Premium (if redeemed prior to April 1 of the calendar year stated and subsequent to the last day of March of the calendar year next preceding such year)
1965.....	1.73%
1966.....	1.63%
1967.....	1.52%
1968.....	1.42%
1969.....	1.31%
1970.....	1.19%
1971.....	1.07%
1972.....	.95%
1973.....	.83%
1974.....	.70%
1975.....	.57%

and without premium if redeemed on or after April 1, 1975, and (b) without premium if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or by the use of proceeds of released property.

The holder of any coupon bond of the Third Series may have the ownership thereof registered as to principal at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of said bond shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but the same may be discharged from registry by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery and shall remain payable to bearer. Registered bonds of the Third Series may be transferred at the principal office of the Trustee, in the Borough of Manhattan, The City of New York.

SECTION 2. The Company covenants and agrees that the provisions of Section 2.12 of the Indenture and of Section 3 of the Supplemental Indenture dated as of August 1, 1947, which are to remain in effect so long as any bonds of the First or Second Series shall be out-

*See Section 2
of Supp. Ind.
dated 4/1/49*

*See Sec 2 of
Supp. Ind.
dated 8/1/51*

of 10/1/77
4/1/49 + 3/1/50
supp. Ind.

standing under the Indenture, shall remain in full force and effect so long as any bonds of the First, Second or Third Series shall be outstanding under the Indenture.

SECTION 3. Clause (c) of Section 2.01 of the Indenture is hereby amended to read as follows:

“(c) reserving to the Company the right to redeem all or any part of the bonds of that series before maturity at a time or times and at a redemption price or prices which, subject to the provisions of Section 2.08 hereof, shall be specified in the form of bond;”.

SECTION 4. The first sentence of Section 2.08 of the Indenture is hereby amended to read as follows:

“There may be authenticated and delivered and issued in lieu of any definitive bonds of any series a temporary typewritten, printed, lithographed or engraved bond or bonds substantially of the tenor of the bonds of such series, in bearer or fully registered form, with or without one or more coupons, and with or without the privilege of registration as to principal, and (except as to the bonds of the 1971 Series or the 1977 Series) with or without specification of the redemption premium or premiums, if any, and such temporary bond or bonds may be in such denomination or denominations as the Board of Directors may determine.”

SECTION 5. As supplemented and amended by this Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and the Indenture as heretofore supplemented and amended and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 6. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture or of this Supplemental Indenture.

SECTION 7. The beneficiaries under this Supplemental Indenture are the holders and owners from time to time of the bonds outstanding under the Indenture as supplemented and amended in accordance with the provisions thereof, the initial issue of all bonds of each series

heretofore issued under the Indenture having consisted in the first instance of bonds all of which were payable to bearer and the initial issue of bonds of the Third Series herein provided for consisting in the first instance of bonds all of which are payable to bearer.

SECTION 8. This Supplemental Indenture may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this indenture to be executed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, in several counterparts, all as of the day and year first above written.

MISSISSIPPI POWER COMPANY,

By L. P. SWEATT

President

Attest:

L. H. CROWELL

Secretary.

(CORPORATE SEAL)

Signed, sealed and delivered this 19th day of April,
1948 by Mississippi Power Company in the County
of Harrison, State of Mississippi, in the presence
of

H. BEECH

GUARANTY TRUST COMPANY OF NEW YORK,

By ARTHUR E. BURKE

Vice-President

Attest:

J. C. BUTTERY

Assistant Secretary.

(CORPORATE SEAL)

Signed, sealed and delivered this 22nd day of April,
1948 by Guaranty Trust Company of New York,
in the County of New York, State of New York,
in the presence of

E. CONLON

STATE OF MISSISSIPPI }
COUNTY OF HARRISON } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, L. P. SWEATT as President, and L. H. CROWELL as Secretary, of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 19th day of April, 1948.

F. C. LANDMAN
Notary Public

(NOTARIAL SEAL)

My commission expires May 20, 1949.

STATE OF MISSISSIPPI }
COUNTY OF HARRISON } ss.:

On the 19th day of April, in the year one thousand nine hundred and forty-eight, before me personally came L. P. SWEATT, to me known, who being by me duly sworn, did despose and say that he resides at No. 320 East Beach, Gulfport, Mississippi; that he is the President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

F. C. LANDMAN
Notary Public

(NOTARIAL SEAL)

My commission expires May 20, 1949.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, ARTHUR E. BURKE as Vice-President, and J. C. BUTTERY, as Assistant Secretary, of GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 22nd day of April, 1948.

WM. J. BURNHAM

WM. J. BURNHAM

Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-O
Commission Expires March 30, 1950

(NOTARIAL SEAL)

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 22nd day of April, in the year one thousand nine hundred and forty-eight, before me personally came ARTHUR E. BURKE, to me known, who being by me duly sworn, did depose and say that he resides at 565 Park Avenue, New York, N. Y.; that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

WM. J. BURNHAM

WM. J. BURNHAM

Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-O
Commission Expires March 30, 1950

(NOTARIAL SEAL)

Recording Data

	Real Estate Record			Chattel Record		
	Book	Page	Date Filed	Book	Page	Date Filed
Recorded in the Offices of Clerk of the Chancery Courts of the Following Counties in Mississippi						
Clarke	29	341	5-10-48	92	571	5-10-48
Covington	152	69-80	5- 4-48	151	214-225	5- 4-48
Forrest	105	583-93	5- 3-48	28	405-417	5- 3-48
George	15	407-418	5- 5-48	26	304-315	5- 5-48
Greene	17	349-360	5- 5-48	26	573-584	5- 5-48
Hancock	H-7	366-376	5- 7-48	22	36-46	5- 7-48
Harrison	155	473-84	5- 7-48	105	35-46	5- 7-48
Jackson	100	511-532	5- 7-48	24	253-274	5- 7-48
Jasper—1st Dist.	9	419-429	5- 7-48	19	231-242	5- 7-48
Jasper—2nd Dist.	18	291-304	5- 5-48	37	512-525	5- 5-48
Jefferson Davis	144	290	5- 4-48	145	310	5- 4-48
Jones—1st Dist.	W	236-247	5- 4-48	A-20	4-15	5- 4-48
Jones—2nd Dist.	60	368	5- 4-48	25	75-86	5- 4-48
Lamar	39	124-135	5- 3-48	41	477-488	5- 3-48
Lauderdale	314	99	5- 8-48	96	24	5- 8-48
Leake	GK	94	5-11-48	FO	335	5-11-48
Marion	224	267-278	5- 4-48	241	162-173	5- 4-48
Neshoba	133	61-68	5-11-48	132	118	5-11-48
Newton	48	309-315	5-11-48	102	1-7	5-11-48
Pearl River	39	27-49	5- 3-48	51	381-403	5- 3-48
Perry	22	469-477	5- 6-48	FF	431-439	5- 6-48
Scott	140	392-404	5-11-48	142	86-98	5-11-48
Smith	145	281-92	5- 4-48	144	413-426	5- 4-48
Stone	10	395-408	5- 7-48	15	278-291	5- 7-48
Wayne	124	63-73	5- 3-48	125	6-16	5- 3-48